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12 Attorneys for Defendant  
13 TWILIO INC.

14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16 SAN FRANCISCO DIVISION

17 JONATHON PERRY-HUDSON, individually  
18 and on behalf of all others similarly situated,

19 Plaintiff,

20 v.

21 TWILIO INC.,

22 Defendant.

Case No. 3:24-cv-03741-VC

**DECLARATION OF OLIVIA JAHN IN  
SUPPORT OF DEFENDANT TWILIO  
INC.'S MOTION TO COMPEL  
INDIVIDUAL ARBITRATION**

**Pursuant to Fed. Arb. Act., 9 U.S.C. § 4**

Date: November 21, 2024  
Time: 10:00 a.m.  
Courtroom: 4 —17th Floor  
Judge: Hon. Vince Chhabria

Date Filed: June 21, 2024  
Trial Date: Not Yet Set

**DECLARATION OF OLIVIA JAHN**

1  
2 1. I am General Counsel at non-party Thirty Madison, Inc. In that capacity, I am  
3 responsible for overseeing the legal and compliance functions at Thirty Madison, Inc., including  
4 one of our brands known as Keeps, whose website keeps.com is at issue in the above-captioned  
5 action. I have personal knowledge of the facts contained herein and if called as a witness, I could  
6 and would testify competently as set forth herein. This declaration is filed in support of Twilio's  
7 motion to compel individual arbitration.

**Plaintiff's Arbitration Agreement with Keeps**

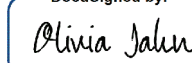
8  
9 2. I am informed that Plaintiff Jonathon Perry-Hudson ("Plaintiff") states in his  
10 complaint in this action that he purchased a men's hair loss treatment from Keeps on its website  
11 on or about May 8, 2024. All persons who purchase a product from the Keeps website are  
12 required to first create a Keeps account, and Plaintiff would have been required to create a Keeps  
13 account on or about May 8, 2024. When Plaintiff created his Keeps account, he would have been  
14 presented with and required to agree to the Keeps Terms of Use ("Keeps Terms") and the Keeps  
15 Online Privacy Policy ("Keeps Privacy Policy") that were in effect at that time. Plaintiff could  
16 not have created an account and made a purchase on the Keeps website without agreeing to the  
17 Keeps Terms and the Keeps Privacy Policy.

18 3. At all times relevant, the Keeps Terms have contained an arbitration provision and  
19 class action waiver. Because Plaintiff agreed to the Keeps Terms when he created his account on  
20 the Keeps website, he necessarily agreed to that arbitration provision and class action waiver.

**No Action or Arbitration Against Keeps by Plaintiff**

21  
22 4. Keeps has not been sued or named in any action or arbitration by Plaintiff.  
23

24 I declare under penalty of perjury under the laws of the United States of America that the  
25 foregoing is true and correct. Executed on August 19, 2024, at Brooklyn, New York.

26  
27  
28 DocuSigned by:  
  
1A955611E37B4E7...  
OLIVIA JAHN  
General Counsel at Thirty Madison, Inc.